

REMARKS

In accordance with the above amendments, claims 1-2, 6, 17-19, 21-22, 25 and 28 have been amended. Claims 1-28 remain under consideration in the present application and no claim stands allowed.

In a telephone conversation between the undersigned attorney and the Examiner on July 30, 2003, the Examiner eluded to a different application having claims similar to those in the present application, which he requested be identified in this paper. The present application is the parent of a Continuation-In-Part Application pending under Serial No. 10/294,287. That status is clear from documents in that application.

As first noted in Item 2, claims 2-6, 9, 11, 12, 17, 18, 22-23 and 28 stand rejected under 35 USC § 112. In claims 2, 21 and 28 Markush language has been revised as suggested by the Examiner. The term "of adhesives", after the word "group", has been deleted in each case. In claim 6, although the term "congruent with" was thought to be clear, the claim has been amended to read "the same size and shape as". The suggested amendments to claims 17 and 18 have also been made. In view of the above, it is believed that the rejections under Item 2 of the Office Action have been overcome.

The Examiner's rejection encompassing Items 3-5, including the rejection of claims 2-5, 9, 11, 12, 16, 21-24 and 28 under 35 USC § 112, first paragraph as being based on a non-enabling disclosure, is not understood and is respectfully traversed. The Examiner has seemingly not grasped or fully understood the important distinction between "permanent adhesives" and "pressure-sensitive adhesives" described in the specification. These terms have long had well-known distinct meanings and some additional explanation follows.

Throughout applicant's specification "pressure sensitive adhesives" are characterized as those that remain tacky throughout their useful life. See, for example, applicant's specification, page 1, line 30-page 2, line 9. Adhesives characterized as "permanent adhesives" are clearly defined in applicant's specification as "non-pressure sensitive adhesive materials" (e.g., page 3, lines 14-15) and as "tack-free in the cured or final adhesive state" (applicant's specification page 3, lines 20-21). An assembled label in accordance with the present invention requires a hinge between plies using a permanent adhesive and, of course, in the assembled label, the permanent adhesive is in a cured state. The adhesive used in the release-reseal system of the labels of the invention is clearly required to remain "tacky" or the reseal function fails.

Thus, it is clear that the label of the present invention requires at least two separate and distinct types of adhesives. The same adhesive cannot be used for both the release-reseal system and the hinge in the label of the present invention. One skilled in the art certainly would distinguish between these two types of adhesive materials and, accordingly, it is submitted that, contrary to the Examiner's view, the disclosure is clearly enabling for all of the present claims.

As an additional definitional reference, applicant submits the following excerpt from the Concise Encyclopedia of Polymer Science and Engineering, Jacqueline I. Kroschwitz, Executive Editor, John Wiley & Sons, 1990, p 35:

Physical Nature of Adhesives

An adhesive must be applied as a liquid, preferably of a low viscosity, both to wet the [adhered] surface and to flow into the crevices and asperities universally found in solid surfaces. The liquid form of the adhesive is obtained by heating to the point that facile flow occurs, dissolving or dispersing the material in a solvent, or starting with liquid monomers or oligomers that polymerize or react after application. Eventually, the adhesive must undergo a phase change, i.e., by cooling, solvent evaporation, or reaction, to a solid in order for the joint to acquire the necessary strength to resist shearing forces. A notable exception is the category of pressure-sensitive adhesives, where no phase change

occurs. Adhesives are produced in a number of forms including hot-melt types, solutions, aqueous dispersion, activated adhesives, film adhesives, polymerizing types, and pressure-sensitive adhesives (qv). (Emphasis added)

Also, from the glossary of terms published by the Tag and Label Manufacturers Institute, Inc., ©1992 come the following definitions:

"ADHESIVE, PERMANENT An adhesive characterized by relatively high ultimate adhesion. Sometimes it can be removed when the degree of force used overcomes its bonding ability but generally it is not removable.

ADHESIVE, PRESSURE SENSITIVE A type of adhesive which in dry form is aggressively tacky at room temperature. It has the capability of promoting a bond to dissimilar surfaces on contact, with pressure."

The above definitions indicate that a "permanent" adhesive in parts a much stronger adhesive bond, normally to the point of being non-removable. The definitions also indicate that pressure-sensitive adhesives, on the other hand, remain in the viscous, tacky state or phase and do not solidify or harden, unlike other adhesives. The cited references are universally well known to those skilled in the art.

Accordingly, claims 1, 21 and 25 have been amended at part (c), line 1, to add the term "tack-free" before "permanent adhesive" and at part (d), line 1, to add "tacky" before "pressure sensitive". These amendments are clearly supported by the specification and are added purely for clarification; they are not intended to narrow the scope of the claims in any manner.

The rejections of the claims on the merits that appear in Items 8-13 of the Official Action will next be addressed.

First, with respect to Items 9-10 and the reference to Baum, Jr. et al (U.S. 6,254,137), it is noted that all of the claims are rejected under either 35 USC § 102(e) or 35 USC § 103(a). That reference clearly does not teach a permanent adhesive hinge. Notice that, as stated in Column 2, beginning with line 59, their adhesive 44 both hinges top sheet 14 to base sheet 12 in one zone and also releasably adheres top sheet 14 in a second zone. It is therefore clear that adhesive 44 must be a pressure-sensitive type and not a permanent type as required in the present claims. Their internally captured booklet also has a hinge utilizing an adhesive 56, which is not further described. Moreover, their captured booklet does not have the ability to reseal; only the outer capturing top sheet 14 may be resealed. Therefore, it is clear that the Baum, Jr. et al '137

reference fails to teach or fairly suggest the claimed combination of a resealable booklet label having a hinge assembled with a permanent adhesive.

The rejection of claims 1, 2, 4-6, 9 and 11 under 35 USC § 102(b) or under 35 USC § 103(a) with regard to Coward et al (U.S. 5,904,973) or Hill et al (U.S. 5,149,587?) or cumulatively Baker et al (U.S. 5,225,022?) under Item 12 is also respectfully traversed.

Coward et al discloses a hinge layer in which two or more plies are joined by adhesive 7 which is described throughout the specification as a pressure sensitive adhesive which, therefore, remains tacky and does not meet the criteria of a permanent adhesive as required by the hinge of the present invention. See, for example, Column 1, lines 56-57. Coward et al, like Baum, Jr. et al, utilize a single type of adhesive (pressure-sensitive) as modified in certain places to perform two functions, i.e., hinge and release-reseal.

It is to be particularly noted that, while Coward et al characterizes pressure sensitive adhesive 7 as providing a "permanent bond" between their second layer 5 and base layer 2, such characterization is not technically correct with regard to the accepted definitions of the term pressure sensitive adhesive and is also inconsistent with the clear meaning of the present

specification since the pressure sensitive adhesive remains tacky and, thus, the layers may be readily pulled apart by application of a moderate amount of tensile force. This tendency, as is well known in the art, is true of all "pressure sensitive" adhesives.

Hill et al also disclose a multi-ply booklet label with hinge and resealable tab, however, Hill et al also fail to teach or fairly suggest the use or advantage of a permanent adhesive for their hinge.

Baker et al disclose a hinged booklet label which utilizes only pressure-sensitive-type adhesives. See, for example, Column 3, lines 32-33 describing adhesive 18 and Column 3, line 44, describing adhesive 24.


As can be seen from the above, there clearly exists a crisp distinction between permanent adhesives and pressure-sensitive adhesives that has been adequately defined in the present application. Furthermore, the cited references, taken either singularly or in combination, fail to teach or fairly suggest the requirement of both types in a hinged, resealable booklet-type label as is claimed in the present application. Note that nowhere does the present applicant profess to have invented the concept of the booklet label per se.

In view of the above amendments, taken together with the remarks herein, the Examiner is respectfully requested to reconsider and withdraw the pending rejections as the present claims are believed to have been placed in condition for allowance.

Should it be necessary or in the interests of efficient prosecution of the application, the Examiner is invited to contact the undersigned attorney to resolve any remaining issues.

Respectfully submitted,

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CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that the Transmittal Letter and Amendment in response to the Official Action mailed June 5, 2003, in Application No. 10/099,669, filed March 14, 2002, entitled "RESEALABLE MULTI-PLY LABEL", for Joseph D. Franko, Sr. et al. are being sent by facsimile transmission to: Examiner Daniel Zirker, P.O. Box 1450, Alexandria, VA 22313-1450 on August 26, 2003, facsimile No. 703-872-9310.



Anna Lemke

On Behalf of C. G. Mersereau

Date of Signature: August 26, 2003

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